

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

CAPITOL INDEMNITY CORP.,)
)
Plaintiff,)
)
vs.) **CAUSE NO. 1:04-cv-644-VSS/DFH**
)
COALE ENTERPRISES, INC., d/b/a)
UNITED SECURITY ALARMS,)
)
Defendant.)

JUDGMENT

Pursuant to the Entry on Motion for Summary Judgment dated January 10, 2005, and the Entry on Motion for Summary Judgment dated this date, declaratory judgment hereby is entered as follows:

1. The Alarm Coverage Provision of Commercial General Liability Coverage insurance policy number CP00122131 (“the Policy”) issued by plaintiff Capitol Indemnity Corporation (“Capitol”) to defendant Coale Enterprises, Inc., d/b/a United Security Alarms (“United Security”) provides coverage for the claims made by Pfizer, Inc., in its state court action against United Security “(the underlying suit”), to the extent that if as a result of that suit United Security becomes legally obligated to pay compensatory damages to Pfizer, Capitol will be required to indemnify United Security for the amount of those compensatory damages, subject to the monetary limits contained in the Policy.
2. The Policy does not provide coverage for any punitive, exemplary or statutory damages that may be recovered by Pfizer, Inc., in the underlying suit, and Capitol will not be required to indemnify United Security for any such damages.

3. The Policy contains no duty to defend provision that is applicable to the Alarm Coverage Provision, and therefore Capitol has no duty to defend United Security in the underlying suit.

SO ORDERED: 07/15/2005



V. Sue Shields, Magistrate Judge

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